

## REMARKS/ARGUMENTS

Claims 14-27 and 55-56 are pending in the current application. Claims 14, 17, 21, 22, and 26 have been amended. Claims 54-56 are new.

### Claim Rejection § 112

Claims 14-20 have been rejected under 35 U.S.C. § 112, second paragraph, as being indefinite for failing to particularly point out and distinctly claim the subject matter which applicant regards as the invention. Specifically, claim 14 has been rejected for reciting the phrase “one or more laser slab spacers between said first and slab housing members,” and claim 17 has been rejected for failing to “further limit the invention by not claiming the structure or material of the claimed device” (wherein a “kit of laser slab is not a part of the laser slab housing”).

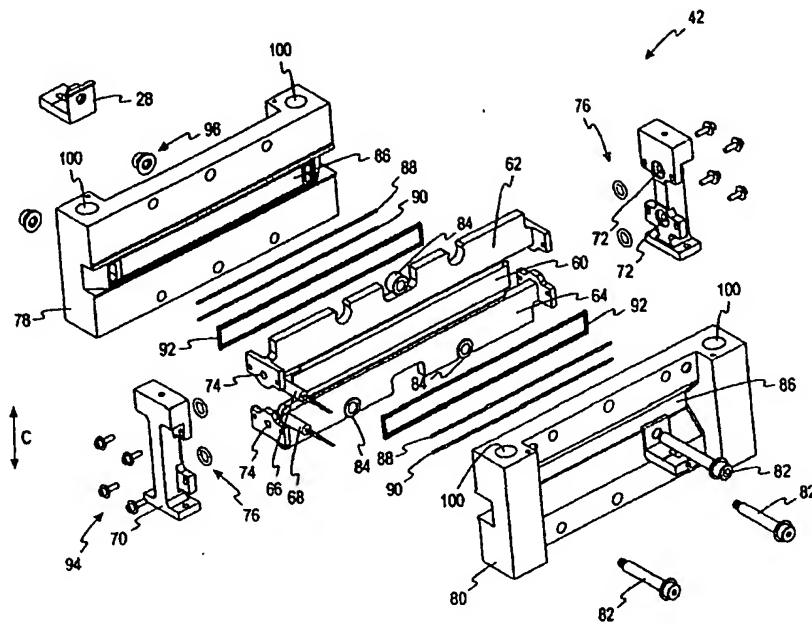
Claim 14 has been amended to add the missing term “second” from the recited phrase.

Claim 17 has been amended to “further limit the invention” by claiming the structure of the claimed device, *i.e.*, the laser slab housing, in combination with a kit of laser slab spacers. It is further noted that the kit is directed to laser slab spacers, not to a “laser slab.”

Thus, the Applicants respectfully submit that claims 14-20, as amended, meet the definiteness requirements of § 112, second paragraph.

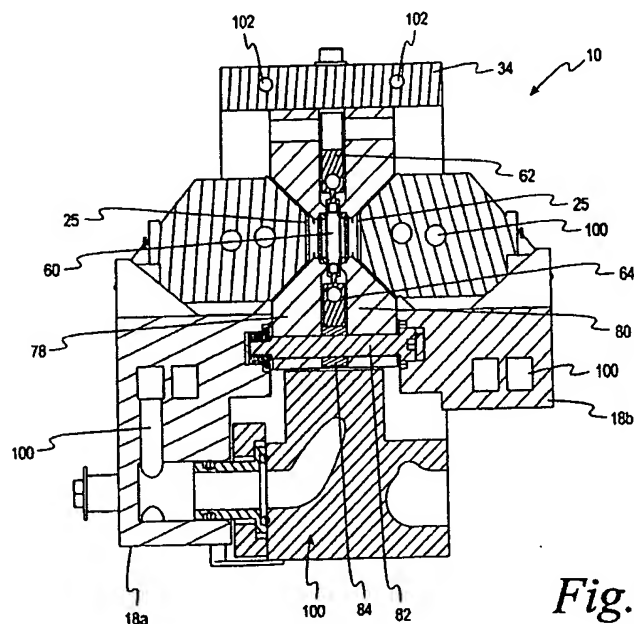
### Current Invention

Before addressing the rejection of claims 14-27 under 35 U.S.C. § 102, a brief explanation of the current invention is deemed necessary. Figures 3 and 6 have been reproduced below for the convenience of the Examiner. In addition, an enlarged view of a relevant portion of Figure 6 has also been reproduced below.



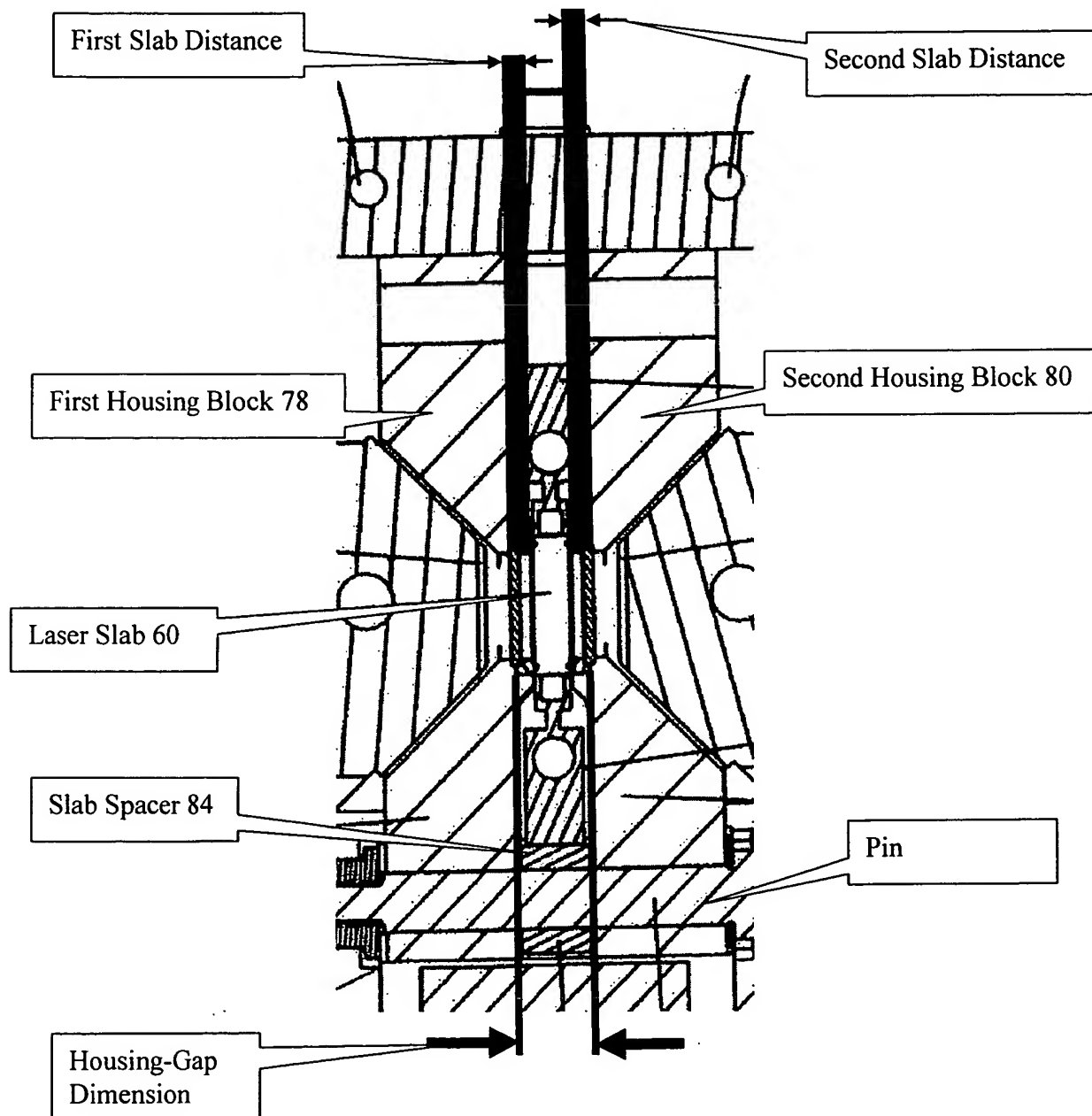
*Fig. 3*

As shown in the exploded view of Figure 3, the laser slab 60 is located in a space defined by the two housing blocks 78 and 80 (referred to hereinafter as first housing block 78 and second housing block 80). This space has a dimension that is referred to in the claims as a “housing-gap dimension.”



*Fig. 6*

In Figure 6, a cross-sectional view shows the assembly of the slab 60 in the space defined between the first housing block 78 and the second housing block 80. The slab spacer 84 is also shown, wherein the assembly pin 82 extends through each of the first and second housing blocks 78, 80 and through the slab spacer 84. To better understand the laser slab housing, a portion of Figure 6 has been enlarged and reproduced below.



Using the enlarged portion of Figure 6 for example purposes only, the subject matter of claims 14 and 21 is described below. The first housing block 78 is separated from the second housing block 80 by the housing-gap dimension. The length of the slab spacer 84 defines the housing-gap dimension, *i.e.*, the housing-gap dimension is generally the same as the length of the slab spacer 84. The first slab distance is the distance between the laser slab 60 and a reference point (*e.g.*, any point) of the first housing block 78. Similarly, the second slab distance is the distance between the laser slab 60 and a reference point of the second housing block 78.

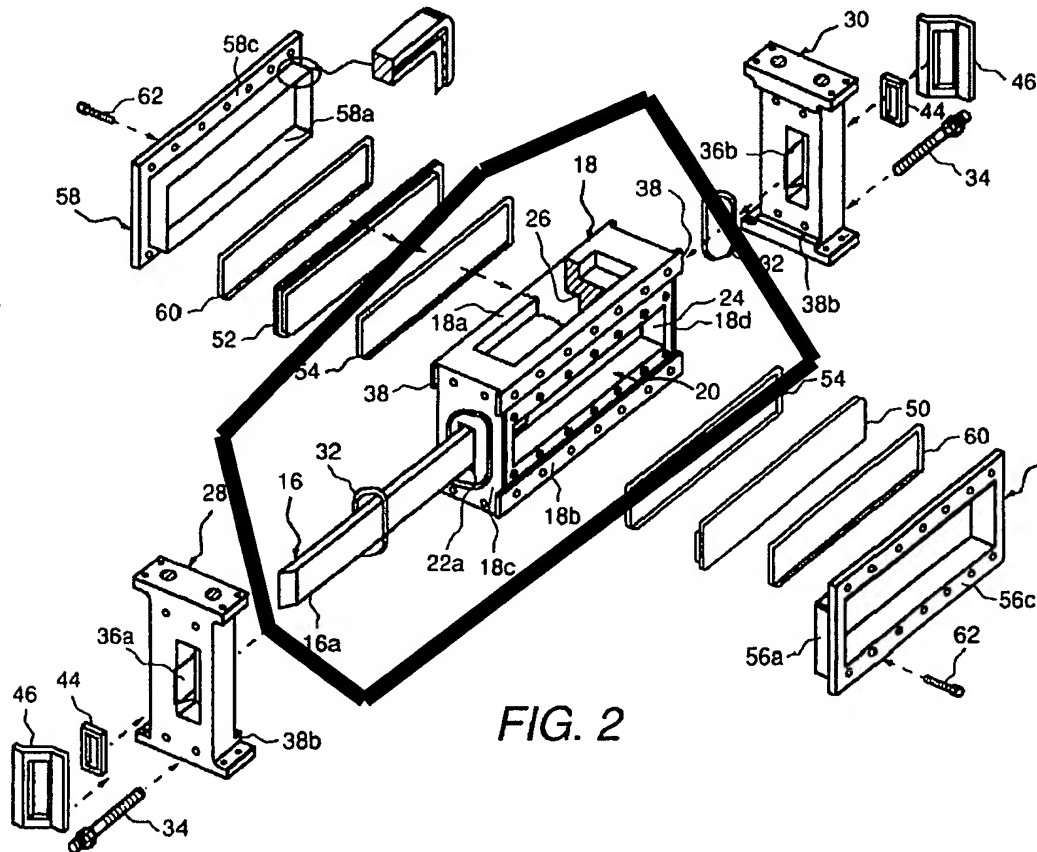
The laser slab housing is modular in that it can accept "laser slabs of differing dimensions," *e.g.*, two different slabs having two different dimensions or a single slab having different dimensions after it is polished after extend use. For example, when the laser slab 60 having dimension A is replaced with another laser slab 60 having dimension A + CONSTANT, the slab spacer 84 having dimension B is replaced with another slab spacer 84 having dimension B + CONSTANT "such that said slab housing-gap dimension is alterable and at least one of said first and second slab distances remain approximately constant." Thus, the slab housing dimension-gap changes to accommodate the new sized laser slab. Nevertheless, the first slab distance and the second slab distance may remain approximately constant because the change in the dimension of the laser slab 60 and the slab spacer 84 does not affect the distance between each housing block 78, 80 and the laser slab 60. Claims 14, 17, 21, 22, and 26 have been amended to clarify the invention.

#### **§ 102 Rejection of Claims 14-27**

Claims 14-27 have been rejected under 35 U.S.C. 102(b) as being anticipated by U.S. Patent No. 5,475,702 to August, Jr. et al. ("August"). Regarding claims 14 and 21, which are the

only independent claims, the Examine has alleged that August discloses a laser slab housing having a first housing member (56) and a second housing member (58) “defining a space therebetween for accepting laser slabs of differing dimensions.” (Emphasis added). Further, the Examiner alleges that “said slab housing dimension is alterable and at least one of said first and second slab distances remains approximately for laser slabs of differing dimensions (col. 5, line 67 to col. 6, lines 1-5” (emphasis added). Nowhere does August disclose, teach, or suggest a laser slab housing for accepting or mounting laser slabs of differing dimensions.

August discloses a laser slab 16 that is located within a rigid box frame 18, as shown in FIG. 2 (reproduced below), “which is preferably a one-piece member.” August, col. 2, ll. 55-57.



The frame 18 (emphasized by the added polygonal box) includes a plurality of walls 18a-

18d “to define a central slab chamber 20 extending longitudinally between the first and second end walls 18c, 18d along the longitudinal axis of the frame 18.” *Id.*, col. 2, ll. 59-66. “The first and second end walls 18c, 18d have respective first and second central access holes 22a, 22b for receiving opposite first and second ends 16a, 16b of the elongate laser slab 16 which is centrally positionable within the slab chamber 20.” *Id.*, col. 3, ll. 4-8. Thus, the frame 18 is designed to accept a laser slab of a single dimension. August does not disclose anything about changing the laser slab 16 or any dimension of the laser slab 16.

In contrast, claims 14 and 21 are directed to accepting laser slabs of differing dimensions. For example, claim 14 is directed to “accepting laser slabs of differing dimensions” and has been amended to clarify that a slab dimension “is changed.” Nowhere does August disclose any change in the dimensions of slab 16. Similarly, claim 21 is directed to “mounting laser slabs of different dimensions” and has been amended to clarify that the spacers “accommodate said laser slab.” Nowhere does August disclose the mounting and/or accommodation of laser slabs of different dimensions.

The Examiner has cited the following text for supporting the allegation that August discloses that “said slab housing dimension is alterable and at least one of said first and second slab distances remains approximately for laser slabs of differing dimensions:

The removable windows 50, 52 and window retainers 56, 58 enhance modularity and easy assembly and disassembly of components as required. The window retainers 56, 58 provide suitable receptacles for receiving the pumping modules 12, 14 which are also readily removable for inspection as well as replacement thereof.

August, col. 5, line 67 to col. 6, lines 1-5. Nowhere does the cited text disclose anything about laser slabs of differing dimensions. Further, with respect to claim 14, nowhere does August

disclose “laser slab spacers having different lengths such that said slab housing-gap dimension is alterable and at least one of said first and second slab distances remains approximately constant when said slab dimension is changed due to a change in laser slabs.”

Thus, the Applicants respectfully submit that claims 14 and 21, along with all the claims dependent thereon, are not anticipated by August at least for the applicable reasons stated above.

### **§ 102 Rejection of Dependent Claims 15 and 23**

Regarding claim 15, the Examiner has alleged that “August further discloses at least one slab seal 32 adapted to be compressed to a compression width between one of said first and second slab housing members and said laser slab.” The allegation is incorrect.

Claim 15 is directed to having “at least one slab seal adapted to be compressed to a compression width between one of said first and second slab housing members and said laser slab.” Claim 23 is directed to “compressing at least one slab seal between a laser slab and at least one of said first and second slab housing members.” As shown in Figure 2 of August, the seal 32 is compressed by end caps 28, 30, not by what the Examiner alleges to be “first and second slab housing members (56) and (58).” August makes it clear that:

In the exemplary embodiment illustrated in FIG. 2, the outer surfaces of the end walls 18c, 18d have race-track grooves therein for receiving a complementary O-ring type gasket 32 which is compressed therein upon assembly of the end caps 28, 30 for providing a suitable fluid seal. Conventional double headed stud bolts 34 extend through respective apertures in the end caps 28, 30 for bolting the end caps 28, 30 in compression against the gaskets 32 . . . .

August, col. 3, ll. 36-45 (emphasis added). Clearly, the gasket 32 is not compressed between the alleged housing members 56, 58.

Thus, the Applicants respectfully submit that claims 15 and 23, along with all claims

dependent thereon, are not anticipated by August at least for the applicable reasons stated above.

### **§ 102 Rejection of Claim 17**

Regarding claim 17, the Examiner has alleged that “it is believed that the lengths of spacers (18b, 54, 50, 60) are maintained constant.” The Examiner has failed to address at least one claim element, *i.e.*, “a kit” of laser slab spacers. August fails to disclose “a kit of laser slab spacers.” At least for this reason, the Applicants respectfully submit that claim 17 is not anticipated by August.

### **§ 102 Rejection of Claims 18 and 27**

Regarding claim 18, the Examiner has alleged that “August discloses one or more laser slab spacers (18, 38) hav[ing] apertures therein for accepting assembly pins (62) holding said first and second slab housing members together.”

Claim 18 is directed to the laser slab spacers having “apertures therein for accepting assembly pins holding said first and second slab housing members together.” Claim 27 is directed to “holding said first and second slab housing members together with assembly pins inserted through apertures provided within said laser slab spacers.”

The Examiner incorrectly refers to the frame 18 and the tabs 38 of the end caps 28, 30 as “slab spacers.” In view of the invention description provided below, it should be clear that the frame 18 and the tabs 38 are not “slab spacers.” Thus, the Applicants respectfully submit that claims 18 and 27 are not anticipated by August at least because August fails to disclose slab spacers having apertures for holding housing members together.

### **Conclusion**

It is the Applicants’ belief that all of the claims are now in condition for allowance and



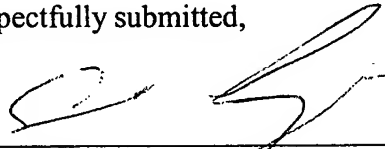
action towards that effect is respectfully requested.

If there are any matters which may be resolved or clarified through a telephone interview, the Examiner is requested to contact the undersigned attorney at the number indicated.

Enclosed is a check for \$350.00, which covers the fee for the new claims (one independent claim and two dependent claims), which are in excess of twenty claims. Should any additional fees be required (except for payment of the issue fee), the Commissioner is authorized to deduct the fees from Jenkins & Gilchrist, P.C. Deposit Account No. 10-0447, Order No. 47080-00045USPT.

Respectfully submitted,

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